

any National or State bank, trust company, agricultural credit corporation, incorporated livestock loan company, savings institution, cooperative bank, co-operative credit association, co-operative marketing association, entitled to re-discount privileges with the Federal Intermediate Credit Bank under the provisions of the Agricultural Credits Act of one thousand nine hundred twenty-three of the United States, or any person, firm or corporation, hereinafter designated as lienees, makes advances either in money or supplies or other things of value to any person, association, partnership or corporation engaged in or about to engage in agricultural pursuits, such of the lienees so making such advances shall have a lien during such time as such advances remain unpaid on all of the crops which may be planted or seeded or fruit crops maturing upon the lands in or about the cultivation of which the advances so made have been or were intended to be expended, after the making of such advances until the repayment of such advances; but such of the lienees making such advances shall not have the benefit of a lien unless there is an agreement in writing, signed by both parties, in which there is specified the amount advanced, or a limit to be fixed, beyond which any advances, made from time to time, within one year from the date of the agreement, shall not go, and the said agreement shall contain a brief description of the land so cultivated or to be cultivated; and said agreement shall be acknowledged in the same manner as chattel mortgages and shall not be valid except as between the parties unless such of the lienees so making the advances or its agent shall make an affidavit that the consideration in said agreement is true and *bona fide* as therein set forth; and the said agreement may be recorded in the office of the Clerk of the Circuit Court for the county in which the land upon which said crops shall be planted or intended to be planted, is situate; and if said land lies in more than one county, then said agreement may be recorded in the office of the Clerk of the Circuit Court for each of the counties in which said land lies; and the respective clerks in whose offices shall be filed all such agreements, shall record and properly index the same in a well-bound book to be used for that purpose, and, when so recorded, the same shall be deemed sufficient to give constructive notice of said lien, to all persons, including purchasers of said crops and creditors, of said lienor, and for such recordation said clerk shall be entitled to charge and receive for recording each crop lien agreement a fee of not more than one (\$1.00) dollar; provided, however, that the liens now given to landlords under Section 25 of this Article or under any existing law, shall not be affected by this section; and provided further that in the event of a sale, under a mortgage or deed of trust executed and recorded after the effective date hereof, of the land upon which any such crop has been so seeded and/or may be growing and before said crop has been gathered or harvested, such sale shall be made subject to the said crop lien, and the rights of the lienee shall be protected in the same manner and to the same extent as the rights of the debtor would be protected under analogous circumstances under the provisions of Sections 27, 28 and 29 of Article 66 of the Annotated Code of Maryland.

For the purpose of showing the release of any crop lien agreement, the receipt of the lienee making the advances evidencing the payment of same by the borrower or lienor shall, on presentation, be recorded by the clerk of the court where the said agreement is recorded.

In so far as the provisions of this section may conflict with other Acts or parts thereof, the provisions of this section shall control.